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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/621,275	07/17/2003	William Nelson Davis	XP-1128	3036
7590 06/28/2006				
Breiner, Breiner, Pulsinelli 115 North Henry Street P.O. Box 19290 Alexandria, VA 22320-0290		EXAMINER FABER, DAVID		
		ART UNIT 2178 PAPER NUMBER		

DATE MAILED: 06/28/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No. 10/621,275	Applicant(s) DAVIS ET AL.	
	Examiner David Faber	Art Unit 2178	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 01 May 2006.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-6, 10, 11, 13, 14 and 17-21 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-6, 10-11, 13-14, and 17-21 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date: _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date: _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. This office action is in response to the amendment filed on 1 May 2006.
2. Claim 11 has been amended. Claims 7-9, 12, 15-16 and 22-24 have been cancelled by the Applicant.
3. The objection of Claims 15-16 has been withdrawn as necessitated by the amendment. The rejection of Claims 11-17 under 35 U.S.C. 101 has been withdrawn as necessitated by the amendment. The rejection of Claims 1-2, 6-10, 18-20, and 22-24 under 35 U.S.C. 102(e) as being anticipated by Ying et al (US Patent #6,853,980, filed 9/7/1999) has been withdrawn as necessitated by the amendment. The rejection of Claims 11, 15, and 17 under 35 U.S.C. 102(e) as being anticipated by Hayes et al (US Patent #6,882,344, filed 7/25/2000) has been withdrawn as necessitated by the amendment. The rejection of Claim 3 under 35 U.S.C. 103(a) as being unpatentable over Ying et al (US Patent #6,853,980, filed 9/7/1999) has been withdrawn as necessitated by the amendment. The rejection of Claim 4 under 35 U.S.C. 103(a) as being unpatentable over Ying et al (US Patent #6,853,980, filed 9/7/1999) in further in view of Nagy et al (US PGPub 2003/0119478, filed 7/22/2002) has been withdrawn as necessitated by the amendment. The rejection of Claim 5 under 35 U.S.C. 103(a) as being unpatentable over Ying et al (US Patent #6,853,980, filed 9/7/1999) in further in view of Barron (US PGPub 2001/0042124, filed 1/26/2001) has been withdrawn as necessitated by the amendment. The rejection of Claims 12-13 under 35 U.S.C. 103(a) as being unpatentable over Hayes et al (US Patent #6,882,344, filed 7/25/2000) in further view of Ying et al (US Patent #6,853,980, filed 9/7/1999) has been withdrawn as

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necessitated by the amendment. The rejection of Claim 14 under 35 U.S.C. 103(a) as being unpatentable over Hayes et al (US Patent #6,882,344, filed 7/25/2000) in further view of Barron (US PGPub 2001/0042124, filed 1/26/2001) has been withdrawn as necessitated by the amendment. The rejection of Claim 16 under 35 U.S.C. 103(a) as being unpatentable over Hayes et al (US Patent #6,882,344, filed 7/25/2000) has been withdrawn as necessitated by the amendment.

4. Claims 1-6, 10-11, 13-14, and 17-21 are pending. Claims 1, 11, and 18 are independent claims.

Claim Rejections - 35 USC § 103

5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1-3, 6, 10, and 18-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Ying et al (US Patent #6,853,980, filed 9/7/1999) in further in view of Hayes et al (US Patent #6,882,344, filed 7/25/2000).

As per independent Claim 1, Ying et al discloses a method comprising:

- A font consumer requesting a font from a font provider (FIG 29, 54; Column 22, lines 31-42: Discloses a user having the ability to request a font from the font store)

- The font provider accessing subscription information from the font customer;
(Column 10, line 64 - Column 11, line 3: Discloses a record of previous purchase and financial information about the customer's account. In addition, Column 30, lines 22-30 discloses the purchase of the font covers the licensing of the font wherein the license includes the length of time the font may be used.)
- The font provider sending the requested font to the font customer depending on the subscription information; (FIG 35-37: Discloses the use of payment wherein once font provider receives payment, then the font provider provides the font customer the font to be downloaded.) the font provider giving lifetime information with the requested font, the lifetime information defining a predetermined period of time for which the font consumer is authorized to use the requested font and defining a predetermined access for use based on the subscription information. (Column 30, lines 22-30 discloses the purchase of the font includes a license wherein the license describes the length of time for the font could be used and authorized use such as limitations of downloads, copying, number of machines it may be used on, and the number of characters of a given font can be used; thus disclosing the license includes a predetermined period of time and access for use)

Ying et al discloses the font consumer receiving the requested font and providing the requested font to an application by installing the requested font in the font consumer for the predetermined period of time and for the predetermined access (Claim 6,

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Column 32-33: Discloses downloading a font to the client whereby used by the client's operating system. Column 11, lines 49-56: discloses a font manager installing the font; Column 30, lines 22-30: discloses the font license how long the font may be installed and what access rights are allowed for font)

However, Ying et al fails to specifically discloses the required font is tracked so that upon expiration of said predetermined period of time, the font is disabled. However, Hayes et al discloses a feature of a font for sale could be sampled for a period of time and disabled when the font when the time expired. (Column 8, lines 46-48) It would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to have modified Ying et al's method with Hayes et al's feature of disabling the font after the predetermined time expired in order to provide a font management system for implementing limited access to fonts after terms of agreement have expired.

As per dependent Claim 2, Ying et al discloses a method further comprising:

- the font consumer accessing a web site of the font provider; (FIG 5,50: Browser access the main homepage of font store)
- the font consumer logging onto the web site; and (FIG 32-33; Column 23, lines 17-33)
- the font consumer identifying the requested font. (FIG 29: Fonts identified by the request are added to the user's shopping cart account whereby the customer is able to identify the fonts selected)

As per dependent Claim 3, Ying et al fails to specifically disclose the font provider is able to accessing a subscriber database; looking up the font consumer in the subscriber database, and reading font privileges associated with the font consumer. However, Ying et al discloses an e-commerce server by the font store that includes a database containing data for each customer that includes an ID, user name, user password, shopping cart for storing fonts not purchased yet, and account history that include record of previously purchased fonts and financial information of the customer's account. (FIG 1; Column 10, line 64 - Column 11, line 3) In addition, Ying et al discloses the use of licenses on the limitations on the purchase of fonts. (Column 30, lines 22-30) It would have obvious to one of ordinary skill in the art at the time of applicant's invention to have used Ying et al's method with the font store to have access user privilege and financial information since it would have enabled a system to aid in the distribution, buying, and selling of fonts.

As per dependent Claim 6, Ying et al discloses a method comprising:

- the font provider giving privilege information with the font, the privileges information defining approved uses for the requested font by the font consumer. (Column 30, lines 22-30: Discloses the use of a license of limitations of use on copying, distribution among machines, and number of characters used.)

As per dependent Claim 10, Ying et al discloses a method comprising:

- the installing of the font occurs in random access memory of the font consumer. (Column 11, lines 50-55: discloses a font manager installing fonts. It is inherent, in order for it to be used by applications such as a word processing program, for the requested font to be installed into random access memory.)

As per independent Claim 18, Ying et al discloses a method comprising:

- a font consumer requesting a font from a font provider (FIG 29) and providing payment for the font; (FIG 34-35) based on subscription information defining a specified time period of use and a specified use access (Column 30, lines 22-30: Ying et al clearly discloses "When the sale or purchase of fonts those words are meant to cover licensing of fonts in return for money as well as their outright sale." The license describes the length of time for the font could be used and authorized use such as limitations of downloads, copying, number of machines it may be used on, and the number of characters of a given font can be used; thus disclosing the license includes a predetermined period of time and access for use.)
- the font provider sending the requested font to the font consumer (FIG 37 – the store server sends the font once it receives a request for a font download) along with a license for the font consumer that enables the font consumer to use the font for a specified time period and the specified use access; and (Column 30,

lines 22-30 – Discloses the license to include the length of time that could be used and specified use access of the font)

Ying et al discloses the font consumer receiving the requested font and providing the requested font to an application (Claim 6, Column 32-33: Discloses downloading a font to the client whereby used by the client's operating system.) for the specified period of time at specified use access (Column 30, lines 22-30 – Discloses the license to include the length of time that could be used and what access right can be used of the font during that time)

However, Ying et al fails to specifically discloses that upon expiration of said predetermined period of time, the requested font is disabled. However, Hayes et al discloses a feature of a font for sale could be sampled for a period of time and disabled when the font when the time expired. (Column 8, lines 46-48) It would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to have combined Hayes et al's method with Hayes et al's feature of disabling the font after time expired in order to provide a font management system for implementing limited access to fonts after terms of agreement have expired.

As per dependent Claim 19, the applicant recites similar limitations for performing the method of Claim 1. Therefore, Claim 19 is similarly rejected under rationale.

As per dependent Claim 20, the applicant recites similar limitations for performing the method of Claim 2. Therefore, Claim 20 is similarly rejected under rationale.

6. Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over Ying et al (US Patent #6,853,980, filed 9/7/1999) in further in view of Hayes et al (US Patent #6,882,344, filed 7/25/2000) in further in view of Nagy et al (US PGPub 2003/0119478, filed 7/22/2002).

As per dependent Claim 4, Ying et al fails to specifically disclose further comprising debiting an account of the consumer. However, Nagy et al discloses the use of a subscriber entering a debit card number into a website and the subscriber's card account is debited. (Paragraph 0004, lines 7-10)

It would have been obvious to one of ordinary skill in the art at the time of applicant's invention to have combined Ying et al's method with Nagy et al's method since Nagy et al's method would have provided a method and system for prepaying that enables the use of debit card payments which can be accepted from virtually any issuing financial institution.

7. Claims 5, and 21 are rejected under 35 U.S.C. 103(a) as being unpatentable over Ying et al (US Patent #6,853,980, filed 9/7/1999) in further in view of Hayes et al (US Patent #6,882,344, filed 7/25/2000) in further in view of Barron (US PGPub 2001/0042124, filed 1/26/2001).

As per dependent Claim 5, Ying et al fails to specifically disclose that the font provider encrypting the font prior to transmission to the font consumer. However, Barron discloses a method of encrypting electronic data into an encrypted data packet on a server prior to being retrieved. (Paragraph 0023, line 7 – Paragraph 0024, line 2).

It would have been obvious to one of ordinary skill in the art at the time of applicant's invention to have combined Ying et al's method with Barron's method since Barron's method would have facilitated virtually impregnable security for the delivery, storage and sharing of documents and files.

As per dependent Claim 21, the applicant recites similar limitations for performing the method of Claim 5. Therefore, Claim 21 is similarly rejected under Ying et al and Barron.

8. Claims 11, 13, and 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hayes et al (US Patent #6,882,344, filed 7/25/2000) in further view of Ying et al (US Patent #6,853,980, filed 9/7/1999).

As per independent Claim 11, Hayes et al discloses system on a computer comprising:

- a font request interceptor receiving demands for fonts from applications running on the computer; (e.g. Column 1, lines 63-65; Column 7, lines 7-18 – A user selects a font from a word processing system wherein the operating system responds to the action, and returns the details of the font for use in the word processing program. Therefore, the operating system act as a interceptor.)
- a font retriever for requesting the demanded fonts from a remote font provider if the demanded fonts are not installed on the computer; (Column 7, lines 25-36)

- a font installer for receiving and installing the demanded fonts; and (Column 7, line 63 – Column 8, line 5; Column 4 lines 32-33 – The update function receives the font onto the font manager wherein the user can activate the font in which the font manager installs the activated font.)
- font tracker for monitoring and controlling use of the demanded fonts by the applications in response to privilege information, defining a predetermined use access, received from the remote font provider. (Column 3, lines 38-45 – Discloses an embodiment of predetermined use access wherein the maximum number of users, e.g. licensees, are able to access the font. Discloses the state of monitoring and controlling the use by disclosing the maximum number of authorized users of using the font is ten, and if the number of users goes above ten, then the others above ten accessing the font will be denied. Shows consistency that if the license states only ten authorized users are only allowed to access the font, then no more than ten users are able to access the font.)

However, Hayes et al fails to specifically disclose said privilege information defining a predetermined time period of use, where the font tracker disables the demanded font after expiration of said predetermined period of time. However, Hayes et al discloses a feature of a font for sale could be sampled for a period of time and disabled when the font when the time expired. (Column 8, lines 46-48) It would have been obvious to one of ordinary skill in the art at the time of the Applicant's invention to have modified Hayes et al's method with Hayes et al's feature of disabling the font after

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the predetermined time expired in order to provide a font management system for implementing limited access to fonts after terms of agreement have expired.

In addition, Hayes et al fails to specifically disclose the font retriever providing subscription information to the remote font provider. However, Ying et al discloses when purchasing a font, information regarding the license is sent containing of the length of time the font can be used. (FIG 35-37: Discloses the use of payment wherein once font provider receives payment, then the font provider provides the font customer the font to be downloaded. Column 30, lines 22-30 discloses the purchase of the font includes a license wherein the license describes the length if time for the font could be used and authorized use such as limitations of downloads, copying, number of machines it may be used on, and the number of characters of a given font can be used; thus disclosing the license includes a predetermined period of time and access for use.)

It would have been obvious to one of ordinary skill in the art at the time of applicant's invention to have modified Hayes et al's method with Ying et al's method's feature of selling the use of fonts for a period of time and access since Ying et al's method would have provided a system which aids in buying, selling, and distribution of fonts.

As per dependent Claim 13, Hayes et al fails to specifically disclose the font retriever accesses a web site of the font provider and logs onto the web site to be identified by the font provider. However, Ying et al discloses accessing a web site of the font provider; (FIG 5,50: Browser access the main homepage of font store), logging onto the web site to be identified by the font provider. (FIG 32-33; Column 23, lines 17-33)

It would have been obvious to one of ordinary skill in the art at the time of applicant's invention to have modified Hayes et al's method with Ying et al's method of accessing and logging into a website of a font provider since Ying et al's method would have provided a system which aids in buying, selling, and distribution of fonts.

As per dependent Claim 17, Hayes et al discloses a method comprising: installing the font in random access memory of the font consumer. (It is inherent for a font to be installed into random access memory in order for it to be used by applications such as a word processing program.)

9. Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over by Hayes et al (US Patent #6,882,344, filed 7/25/2000) in further view of Ying et al (US Patent #6,853,980, filed 9/7/1999) in further in view of Barron (US PGPub 2001/0042124, filed 1/26/2001).

As per dependent Claim 14, Hayes et al and Ying et al fails to specifically disclose that the font retriever decrypts the demanded font. However, Barron discloses a method of downloading a decryption applet and decrypting the encrypted data packet at the client workstation. (Paragraph 0024, lines 9-13).

It would have been obvious to one of ordinary skill in the art at the time of applicant's invention to have combined Ying et al's method with Barron's method since Barron's method would have facilitated virtually impregnable security for the delivery, storage and sharing of documents and files.

Response to Arguments

10. Applicant's arguments with respect to claims 1, 11, and 18 have been considered but are moot in view of the new ground(s) of rejection.

Arguments address regarding the new limitations of Claims 1, 11, and 18 brought forth in the amendment in regards the font provider giving lifetime information with the requested font, the lifetime information defining a predetermined period of time for which the font consumer is authorized to use the requested font and defining a predetermined access for use based on the subscription information, and disabling the font after expiration of the predetermined period of time has been viewed the new ground of rejection of 35 USC 103(a) under new references using Hayes et al, and Ying et al.

Conclusion

11. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

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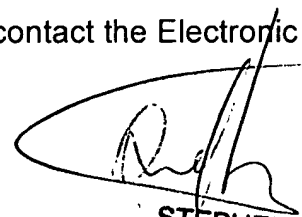
the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to David Faber whose telephone number is 571-272-2751. The examiner can normally be reached on M-F from 8am to 430pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Stephen Hong, can be reached on 571-272-4124. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

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STEPHEN HONG
SUPERVISORY PATENT EXAMINER